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For Recordation of Documents  
UNITED STATES COPYRIGHT OFFICEDATE OF RECORDATION  
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FUNDS RECEIVED

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1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

The Pullman Group, LLC

T-Neck Records, Inc.

Triple Three Music

Date of execution and/or effective date of the accompanying document

July 20, 1999  
(month) (day) (year)

3

Completeness of document

☒ Document is complete by its own terms.☐ Document is not complete. Record "as is."

4 Description of document

☒ Transfer of Copyright☐ Security Interest☐ Change of Name of Owner☐ Termination of Transfer(s) [Section 304]☐ Shareware☐ Life, Identity, Death Statement [Section 302]☐ Transfer of Mask Works

5 Title of first work as given in the document

1 Player

(See Schedule II)

6

Total number of titles in document

193

7 Amount of fee calculated

\$ 350.00

8

Fee enclosed

☐ Check☐ Money Order☒ Fee authorized to be charged to:

Copyright Office

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Deposit Account number

Account name

McDermott, Will &amp; Emery

9

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Duly Authorized Agent of

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Willem F. Gadiano, Esq.

Number/Street/Apt

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[EXECUTION COPY]

## SECURITY AGREEMENT

**SECURITY AGREEMENT**, dated as of July 20, 1999 (as amended, supplemented, restated or otherwise modified from time to time, this "**Agreement**"), made by **T-NECK RECORDS, INC.**, a New York corporation ("**T-Neck**"), **TRIPLE THREE MUSIC, INC.**, a New York corporation ("**Triple Three**"), **YELSI GROUP, INC.**, a Delaware corporation ("**Yelsi**"), **THREE BOYS' MUSIC, INC.**, a New York corporation ("**Three Boys**"), **BOVINA MUSIC, INC.**, a New York corporation ("**Bovina**"), Rudolph Isley, Ronald Isley, and The O'Kelly Isley Estate (together, the "**Isleys**"), and together with T-Neck, Triple Three, Yelsi, Three Boys, and Bovina being referred to herein, collectively, as the "**Grantors**" and each individually as a "**Grantor**"), in favor of **THE PULLMAN GROUP, LLC**, a Delaware limited liability company (the "**Secured Party**").

### WITNESSETH:

**WHEREAS**, pursuant to certain engagement letters, each dated July 20, 1999, between each of the Grantors and the Secured Party (each such engagement letter, together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "**Subject Agreement**", and collectively, the "**Subject Agreements**"), the parties thereto agreed that the Secured Party would perform certain specified services to each Grantor, and each Grantor would have certain obligations to the Secured Party, including the payment of compensation for the Secured Party's performance of such services;

**WHEREAS**, pursuant to Section 5(c)(iv) of the respective Subject Agreements, each Grantor is required to execute and deliver this Agreement; and

**WHEREAS**, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to perform the services specified in each Subject Agreement, each Grantor agrees, for the benefit of the Secured Party, as follows:

## ARTICLE I

### DEFINITIONS

**SECTION 1.1. Certain Terms.** The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"**Assigned Agreements**" is defined in clause (b) of Section 2.1.

**"Collateral"** is defined in Section 2.1.

**"Copyright Collateral"** means all copyrights of each Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of such Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

**"Deal Documents"** means this Agreement, the Subject Agreements, and each other document or agreement entered into in connection herewith or therewith.

**"Lien"** means any lien, pledge, mortgage, security interest or other encumbrance (including the lien or retained security title of a conditional vendor on or with respect to, or any preferential arrangement having the practical effect of constituting a security interest with respect to the payment of any obligation with, or the proceeds of, any asset or revenue of any kind).

**"Grantor"** and **"Grantors"** are defined in the preamble.

**"Obligations"** means all obligations (monetary or otherwise) of the Grantors arising under or in connection with the Subject Agreements and each other Deal Document, including principal, interest (including post-default interest and interest accruing after the commencement of any bankruptcy, insolvency or similar proceeding, whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding), reimbursement obligations, fees, indemnities, costs and expenses (including the fees and disbursements of counsel to the Secured Party required to be paid by the Grantors) that are owing under the Subject Agreements and the other Deal Documents, in each case whether now existing or hereafter incurred, direct or indirect, absolute or contingent, and due or to become due.

**"Person"** means and includes (i) an individual, (ii) a legal entity, and (iii) a government or any department or agency thereof.

**"Secured Obligations"** is defined in Section 2.2.

**"Secured Party"** is defined in the preamble.

**"Subject Agreement"** is defined in the first recital.

**"U.C.C."** means the Uniform Commercial Code as from time to time in effect in the State of New York or, with respect to any Collateral located in any state or jurisdiction other than the State of New York, the Uniform Commercial Code as from time to time in effect in such state or jurisdiction.

**"Vessel"** is defined in clause (c) of Section 2.1.

**SECTION 1.2. Subject Agreement Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Subject Agreements. In addition, as used herein, the words "include", "includes", and "including" shall be deemed to be followed by the phrase "without limitation".

**SECTION 1.3. U.C.C. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the U.C.C. are used in this Agreement, including its preamble and recitals, with such meanings.

## ARTICLE II

### SECURITY INTEREST

**SECTION 2.1. Grant of Security.** Each Grantor hereby assigns and pledges to the Secured Party, and hereby grants to the Secured Party a security interest in, all of its right, title and interest in and to the following, whether now or hereafter existing or acquired (the "*Collateral*"):

- (a) all Copyright Collateral and other general intangibles of such Grantor;
- (b) all of such Grantor's right, title and interest in and to the agreements specified in Schedule III attached hereto, as such agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time (collectively, the "*Assigned Agreements*"), including (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (c) the vessel owned by Yelsi, wherever located, and including all machinery, components, parts and accessories installed thereon or affixed thereto, together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, as identified on Schedule IV attached hereto (the "*Vessel*");
- (d) the judgment identified on Schedule V and all rights of such Grantor with respect thereto;
- (e) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1; and



(f) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above, proceeds deposited from time to time in the Collateral Account of such Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing provisions of this Section 2.1, such grant of security interest shall not extend to, and the term "Collateral" shall not include, any Assigned Agreement to the extent that (A) such Assigned Agreement is not assignable or capable of being encumbered as a matter of law or under the terms thereof (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of any party thereto (other than a Grantor) and (B) such consent has not been obtained; *provided, however*, that the foregoing grant of a security interest shall extend to, and the term "Collateral" shall include, (1) any and all proceeds of such Assigned Agreement to the extent that the assignment or encumbering of such proceeds is not so restricted and (2) upon any such consent of such party with respect to such otherwise excluded Assigned Agreement, thereafter such Assigned Agreement as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral".

**SECTION 2.2. Security for Obligations.** This Agreement secures the prompt payment in full of all Obligations, including all amounts payable by the Grantors under or in connection with the Subject Agreements, this Agreement, and each other Deal Document, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and whether now or hereafter existing (all of such obligations being the "*Secured Obligations*").

**SECTION 2.3. Continuing Security Interest; Transfer of Notes.** This Agreement shall create a continuing security interest in the Collateral and shall

- (a) remain in full force and effect until payment in full in cash of all Secured Obligations and the termination of the Subject Agreements;
- (b) be binding upon each Grantor, its successors, transferees and assigns; and
- (c) inure, together with the rights and remedies hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

Without limiting the generality of the foregoing clause (c), the Secured Party may assign or otherwise transfer (in whole or in part) any rights held by it to any other Person, and such other Person shall thereupon become vested with all the rights and benefits in respect thereof granted to the Secured Party under any Deal Document (including this Agreement) or otherwise, subject, however, to any contrary provisions in such assignment or transfer. Upon the indefeasible payment in full in cash of all Secured Obligations and the termination of the Subject Agreements, the security interest granted herein shall terminate and all rights to the Collateral



shall revert to the Grantors. Upon any such termination or release, the Secured Party will, at each Grantor's sole expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

**SECTION 2.4. Grantors Remains Liable.** Anything herein to the contrary notwithstanding:

(a) each Grantor shall remain liable under the contracts and agreements included in the Collateral (including the Assigned Agreements) to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed;

(b) each Grantor will comply in all material respects with all laws, rules and regulations relating to the ownership and operation of the Vessel and the other Collateral, including, without limitation, all registration requirements under applicable laws, and shall pay when due all taxes, fees and assessments imposed on or with respect to the Vessel and other Collateral, except to the extent the validity thereof is being contested in good faith by appropriate proceedings for which adequate reserves in accordance with GAAP have been set aside by such Grantor;

(c) the exercise by the Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(d) the Secured Party shall not have any obligation or liability under any such contracts or agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**SECTION 2.5. Security Interest Absolute.** All rights of the Secured Party and the security interests granted to the Secured Party hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of the Subject Agreements or any other Deal Document;

(b) the failure of the Secured Party:

(i) to assert any claim or demand or to enforce any right or remedy against any Grantor or any other Person under the provisions of the Subject Agreements, any other Deal Document or otherwise; or

(ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Secured Obligation;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other extension, compromise or renewal of any Secured Obligation, including any increase in the Secured Obligations;

(d) any reduction, limitation, impairment or termination of any Secured Obligation for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and each Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligation or otherwise;

(e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Subject Agreements or any other Deal Document;

(f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Obligations; or

(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Grantor or otherwise.

**SECTION 2.6. Waiver of Subrogation.** Each Grantor hereby irrevocably waives to the extent permitted by applicable law any claim or other rights which it may now or hereafter acquire against any other Grantor that arises from the existence, payment, performance or enforcement of such Grantor's obligations under this Agreement, including any right of subrogation, reimbursement, exoneration, or indemnification, any right to participate in any claim or remedy against any other Grantor or any collateral which the Secured Party now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from any other Grantor, directly or indirectly, in cash or other property or by set-off or in any manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Grantor in violation of the preceding sentence, such amount shall be deemed to have been paid to the Secured Party, and shall forthwith be paid to the Secured Party to be credited and applied upon the Secured Obligations, whether matured or unmatured. Each Grantor acknowledges that it will receive direct and indirect benefits for the arrangements contemplated by the Subject Agreements and that the waiver set forth in this Section is knowingly made in contemplation of such benefits.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

**SECTION 3.1. Representations and Warranties.** Each Grantor represents and warrants unto the Secured Party as set forth in this Article.

**SECTION 3.1.1 Location of Collateral, etc.** The principal place of business and chief executive office of such Grantor and the office where such Grantor keeps its records concerning the Collateral, and the original copies of each Assigned Agreement are located at the places specified in Item A of Schedule I hereto. Except as set forth in Item B of Schedule I hereto such Grantor has no trade names and during the 12-month period preceding the date hereof such Grantor has not been known by any legal name different from the one set forth on the signature page hereto, nor has such Grantor been the subject of any merger or other corporate reorganization. The Vessel identified on Schedule IV hereto is registered in the places specified therein.

**SECTION 3.1.2 Ownership, No Liens, etc.** Such Grantor owns its portion of the Collateral free and clear of any Lien, except for the security interest created by this Agreement and except as specified in Item C of Schedule I hereto. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except (a) such as may have been filed in favor of the Secured Party relating to this Agreement and (b) financing statements in respect of Liens specified in Item C of Schedule I hereto, forms of which are attached hereto as Exhibit A. Yelsi is the duly registered owner of the Vessel and has furnished to the Secured Party true, genuine original certificates of ownership with respect to the Vessel.

**SECTION 3.1.3 Assigned Agreements.** Such Grantor has, contemporaneously herewith, delivered to the Secured Party true, correct and complete copies of each Assigned Agreement. The Assigned Agreements of such Grantor have been duly authorized, executed and delivered by such Grantor, are in full force and effect and are binding upon and enforceable against such Grantor in accordance with their terms. To the knowledge of such Grantor, there exists no default under any Assigned Agreement by any party thereto.

**SECTION 3.1.4 Copyright Collateral.** With respect to the Copyright Collateral that is material to any Grantor:

(a) such Copyright Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable;

(b) such Grantor has made all necessary filings and recordations to protect its interest in such Copyright Collateral, including recordations of all of its interests in the United States Copyright Office and in corresponding offices throughout the world;

(c) in the case of any such Copyright Collateral that is owned by such Grantor, such Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Copyright Collateral and no claim has been made that the use of such Copyright Collateral does or may violate the asserted rights of any third party;

(d) in the case of any such Copyright Collateral that is licensed by such Grantor, such Grantor is in compliance with all the material terms of such license; and

(e) the Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of such Copyright Collateral in full force and effect throughout the world, as applicable.

Such Grantor owns directly or is entitled to use by license or otherwise, all copyrights and other rights with respect to any of the foregoing used by or useful to such Grantor.

**SECTION 3.1.5 Validity, etc.** This Agreement creates a valid security interest in the Collateral, subject to no other Liens other than as identified in Item C of Schedule I hereto, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken (or, in the case of the filings referred to in Section 3.1.6, have been delivered to the Secured Party).

**SECTION 3.1.6 Authorization, Approval, etc.** No authorization, approval or other action by, and no notice to or filing with, any governmental authority (other than the filing of financing statements in the form of Exhibit A hereto in the U.C.C. filing offices of each jurisdiction referred to in Schedule I hereto and the filing of this Agreement with the United States Copyright Office) is required either:

(a) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery and performance of this Agreement by such Grantor; or

(b) for the perfection of or the exercise by the Secured Party of its rights and remedies hereunder.

**SECTION 3.1.7 Due Execution, Validity, Etc.** Such Grantor has full power and authority, and holds all requisite governmental licenses, permits and other approvals, to enter into and perform its obligations under this Agreement. The execution, delivery and performance by such Grantor of this Agreement does not contravene or result in a default under such Grantor's articles of incorporation or by-laws (or comparable organizational documents) or contravene or result in a default under any contractual restriction, Lien or governmental regulation or court decree or order binding on such Grantor. This Agreement has been duly executed and delivered on behalf of each Grantor and constitutes the legal, valid and binding obligation of each Grantor enforceable in accordance with its terms, subject to the effect of any applicable

bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditor's right generally, and subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law). In addition, each representation and warranty of each Grantor contained in each Deal Document to which it is a party is true and correct (unless such representation and warranty is stated to relate solely to an earlier date, in which case such representation and warranty is true and correct as of such earlier date).

## ARTICLE IV COVENANTS

**SECTION 4.1. Certain Covenants.** Each Grantor covenants and agrees that, so long as any portion of the Secured Obligations shall remain unpaid or the Secured Party shall have any outstanding Commitment, such Grantor will, unless the Secured Party shall otherwise consent in writing, perform the obligations set forth in this Section.

### **SECTION 4.1.1 As to Collateral.**

(a) Until such time as the Secured Party shall notify the Grantors of the revocation of such power and authority after the occurrence and continuation of any breach pursuant to Section 8 of any Subject Agreement, each Grantor (i) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Secured Party may reasonably request or, in the absence of such request, as each Grantor may deem advisable, and (ii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled. The Secured Party, however, may, at any time after the occurrence and during the continuance of any breach pursuant to Section 8 of any Subject Agreement, whether before or after any revocation of such power and authority or the maturity of any of the Secured Obligations, notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Secured Party after the occurrence and during the continuance of any breach pursuant to Section 8 of any Subject Agreement, each Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder.

(b) The Secured Party is authorized to endorse, in the name of each Grantor, any item, howsoever received by the Secured Party, representing any payment on or other proceeds of any of the Collateral.



**SECTION 4.1.2 As to Copyright Collateral.**

(a) No Grantor shall, unless such Grantor shall either reasonably and in good faith determine (and notice of such determination shall have been delivered to the Secured Party) that any of the Copyright Collateral is of negligible economic value to such Grantor, or have a valid business purpose to do otherwise, do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof.

(b) Each Grantor shall notify the Secured Party immediately if it knows that any application or registration relating to any material item of the Copyright Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Copyright Office or any foreign counterpart thereof or any court) regarding such Grantor's ownership of any of the Copyright Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) In no event shall any Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Copyright Collateral with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Secured Party and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Copyright Collateral and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor shall take all necessary steps, including in any proceeding before the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Copyright Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

**SECTION 4.1.3 Insurance.** Each Grantor will maintain or cause to be maintained insurance as is reasonably necessary on all of the Collateral in full replacement value thereof. All proceeds of insurance maintained by each Grantor so covering the Collateral shall be retained by the Secured Party for application to the payment in full of the Secured Obligations. Each Grantor irrevocably makes, constitutes and appoints the Secured Party (and all officers, employees or agents designated by the



Secured Party) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required by this Section 4.1.3 or to pay any premium in whole or part relating thereto, the Secured Party may, without waiving or releasing any obligation or liability of the Grantors under any Deal Document, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Secured Party deems advisable. All sums disbursed by the Secured Party in connection with this Section 4.1.3, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Secured Party and shall be additional Secured Obligations secured hereby.

**SECTION 4.1.4 Transfers and Other Liens.** No Grantor shall:

- (a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral; or
- (b) create or suffer to exist any Lien upon or with respect to any of the Collateral, except for the security interest created by this Agreement and those Liens identified in Item C of Schedule I hereto.

**SECTION 4.1.5 As to the Assigned Agreements.**

- (a) Each Grantor shall at its expense:
  - (i) perform and observe in all material respects all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect, enforce the Assigned Agreements in accordance with their terms and take all such action to such end as may be from time to time reasonably requested by the Secured Party; and
  - (ii) furnish to the Secured Party promptly upon receipt thereof copies of all notices, requests and other documents received by such Grantor under or pursuant to the Assigned Agreements, and from time to time furnish to the Secured Party such information and reports regarding the Assigned Agreements as the Secured Party may reasonably request.
- (b) No Grantor shall, without the prior written consent of the Secured Party:
  - (i) cancel or terminate any Assigned Agreement or consent to or accept any cancellation or termination thereof;

- (ii) amend or otherwise modify any Assigned Agreement or give any consent, waiver or approval thereunder;
- (iii) waive any default under or breach of any Assigned Agreement; or
- (iv) take any other action in connection with any Assigned Agreement that would impair in any material respect the value of the interest or rights of such Grantor thereunder or that would impair in any material respect the interest or rights of the Secured Party.

**SECTION 4.1.6 As to the Vessel.** Yelsi hereby agrees that:

(a) it shall keep the Vessel identified on Schedule IV hereto in the location(s) specified therein, and will keep each certificate of ownership on file with the relevant agency or authority as required in each such jurisdiction, or, upon 30 days' prior notice to the Secured Party, at such other places in a jurisdiction where all the representations and warranties set forth in Article III shall be true and correct, and all actions required pursuant to the first sentence of Section 4.1.7 shall have been taken with respect to the Vessel;

(b) it shall cause the Vessel to be maintained and preserved in good repair and working order, ordinary wear and tear excepted, and make necessary and proper repairs, renewals and replacements; and

(c) it shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon or with respect to, and all claims (including claims resulting from the use or operation of the Vessel) against or with respect to the Vessel, except to the extent the validity thereof is being contested in good faith by appropriate proceedings for which adequate reserves in accordance with GAAP have been set aside by such Grantor.

**SECTION 4.1.7 Further Assurances, etc.** Each Grantor agrees that, from time to time at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will:

- (a) mark conspicuously each Assigned Agreement and each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Secured Party, indicating that such Assigned Agreement or other Collateral is subject to the security interest granted hereby;
- (b) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including any

assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary, or as the Secured Party may reasonably request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Secured Party hereby; and

(c) furnish to the Secured Party, from time to time at the Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, each Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, and make filings with the United States Copyright Office (or any successor office or any similar office in any other country), in such case for the purpose of perfecting, confining, continuing, enforcing or protecting the security interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Secured Party as secured party. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

**SECTION 4.1.8 Inspections and Verification.** The Secured Party shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third Person, by contacting account debtors of the Grantors or the third Person possessing such Collateral for the purpose of making such a verification.

## ARTICLE V

### THE SECURED PARTY

**SECTION 5.1. Secured Party Appointed Attorney-in-Fact.** Each Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take, upon the occurrence and during the continuance of any breach pursuant to Section 8 of any Subject Agreement, any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Secured Party the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(a) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due with respect to any Collateral whenever payable;

(b) in the case of any Copyright Collateral, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in such Copyright Collateral and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(c) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(d) execute, in connection with any sale or other disposition provided for in Section 6.1, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(e) (i) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Party or as the Secured Party shall direct; (ii) ask or demand for, collect, and receive payment of and give receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (v) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Secured Party may deem appropriate; (vii) notify, or require any Grantor to notify, account debtors to make payment directly to the Secured Party and change the post office box number or other address to which the account debtors make payments; (viii) assign any Copyright Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; and (ix) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and do, at the Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Secured Party deems

necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

**SECTION 5.2. Secured Party May Perform.** If any Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by such Grantor pursuant to Section 6.2.

**SECTION 5.3. Secured Party Has No Duty.** In addition to, and not in limitation of, Section 2.4, the powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the U.C.C. or otherwise, shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account. Neither the Secured Party nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof (including the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral). The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Party nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

## ARTICLE VI

### REMEDIES

**SECTION 6.1. Certain Remedies.** If any breach pursuant to Section 8 of any Subject Agreement shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the U.C.C. and also may

(i) require each Grantor to, and each Grantor hereby agrees that it will, at its expense and upon the request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties;



(ii) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' prior notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(iii) with respect to the Copyright Collateral, on demand, to cause the security interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Secured Party, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Secured Party shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers cannot be obtained); and

(iv) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral.

(b) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held, to the extent permitted under applicable law, by the Secured Party as additional collateral security for all or any part of the Secured Obligations, and/or then or at any time thereafter shall be applied in whole or in part by the Secured Party against all or any part of the Secured Obligations in such manner as the Secured Party determines in its sole discretion. Any surplus of such cash or cash proceeds held



by the Secured Party and remaining after payment in full of all the Secured Obligations, and the termination of the Commitment, shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Secured Party may exercise any and all rights and remedies of each Grantor under or in connection with the Assigned Agreements or otherwise in respect of the Collateral, including any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, any Assigned Agreement.

#### **SECTION 6.1.2 Indemnity and Expenses.**

(a) Each Grantor agrees to jointly and severally indemnify the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), except claims, losses or liabilities resulting from the Secured Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Secured Party may incur in connection with

- (i) the administration of this Agreement,
- (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral,
- (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder, or
- (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

### **ARTICLE VII**

#### **MISCELLANEOUS PROVISIONS**

**SECTION 7.1. Deal Document.** This Agreement is a Deal Document executed pursuant to the Subject Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

#### **SECTION 7.2. Amendments, etc.**

(a) No amendment to or waiver of any provision of this Agreement nor consent to any departure by any Grantor herefrom, shall in any

event be effective unless the same shall be in writing and signed by the Secured Party and, with respect to any such amendment, by the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) This Agreement shall be binding upon each Grantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors, transferees and assigns; *provided, however*, that no Grantor may assign its obligations hereunder without the prior written consent of the Secured Party.

**SECTION 7.3. Addresses for Notices.** All notices and other communications provided for hereunder shall be in writing and mailed, delivered or transmitted by facsimile to either party hereto at the addresses set forth below, or at such other address as shall be designated by such party in a written notice to each other party. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given three business days after posting; any notice sent by prepaid overnight express mail shall be deemed delivered on the next following business day; and any notice transmitted by facsimile shall be deemed given upon electronic confirmation of transmission by the sender thereof.

If to the Secured Party:

The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019  
Facsimile: 212-750-0464

If to any Grantor:

c/o Isley Brothers Management  
10866 Wilshire Boulevard  
Suite 560  
Los Angeles, California 90024  
Facsimile: (310) 441-4864

**SECTION 7.4. Section Captions.** Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

**SECTION 7.5. Severability.** Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**SECTION 7.6. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

**SECTION 7.7. Governing Law, Entire Agreement, etc.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

**SECTION 7.8. Forum Selection and Consent to Jurisdiction.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE SECURED PARTY OR ANY GRANTOR SHALL BE BROUGHT AND MAINTAINED IN THE FEDERAL AND STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN OF THE STATE OF NEW YORK; *PROVIDED, HOWEVER*, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY SHALL BE BROUGHT, AT THE SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH LITIGATION SUBJECT TO ANY RIGHTS OF APPEAL OF ANY JUDGMENT RENDERED BY THE HIGHEST COURT IN THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE STATE OF NEW YORK, AS THE CASE MAY BE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY GRANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH GRANTOR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

**SECTION 7.9. Waiver of Jury Trial. THE SECURED PARTY AND EACH GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE SECURED PARTY OR ANY GRANTOR. EACH GRANTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTY ENTERING INTO THE SUBJECT AGREEMENTS AND EACH SUCH OTHER LOAN DOCUMENT. IN NO EVENT SHALL THE SECURED PARTY BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

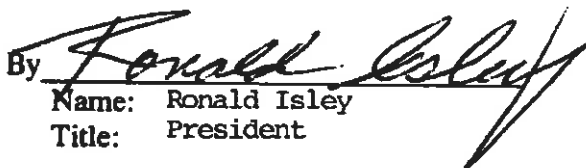
**SECTION 7.10. Waiver of Certain Claims. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO GRANTOR SHALL ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE SECURED PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY INSTRUMENT CONTEMPLATED HEREBY.**

[Signature pages follow]

V3446 D744 Page 21

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by it or its officer or other signatory thereunto duly authorized as of the date first above written.

T-NECK RECORDS, INC.

By   
Name: Ronald Isley  
Title: President

By   
Name: Rudolph Isley  
Title: Vice President

S-2  
S-1

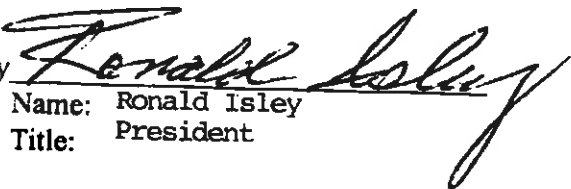
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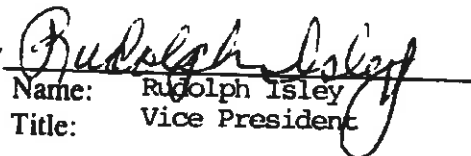
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NYK 609317-2.053322.0011

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TRIPLE THREE MUSIC, INC.

By   
Name: Ronald Isley  
Title: President

By   
Name: Rudolph Isley  
Title: Vice President

S-2  
S-2

[Signature page to Security Agreement]  
[Signature page to Security Agreement]

NYK 609317-2.053322.0011



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YELSI GROUP, INC.

By   
Name: Ronald Isley  
Title: President

By   
Name: Rudolph Isley  
Title: Vice President

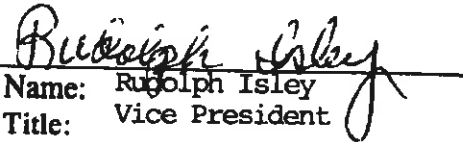
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[Signature page to Security Agreement]  
[Signature page to Security Agreement]

NYK 609317-2.053322.0011

THREE BOYS' MUSIC, INC.

By   
Name: Ronald Isley  
Title: President

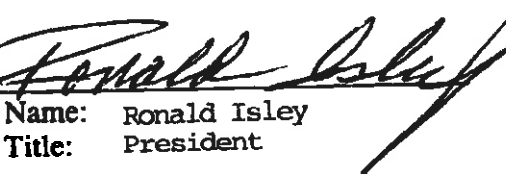
By   
Name: Rudolph Isley  
Title: Vice President

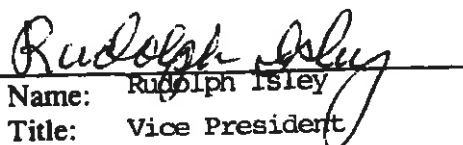
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NYK 609317-2.053322.0011

BOVINA MUSIC, INC.

By   
Name: Ronald Isley  
Title: President

By   
Name: Rudolph Isley  
Title: Vice President

S-2  
S-5

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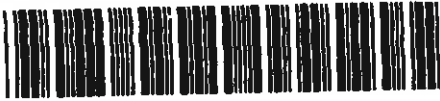
## DOCUMENT INDEX

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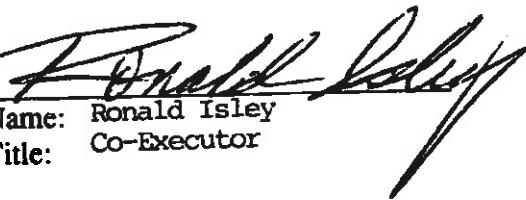
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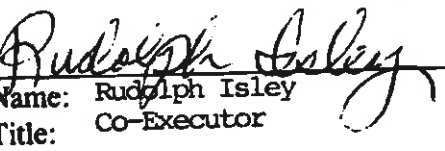
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V3446 D745



THE O'KELLY ISLEY ESTATE

By   
Name: Ronald Isley  
Title: Co-Executor

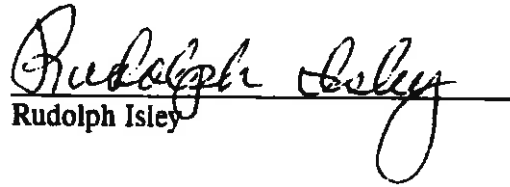
By   
Name: Rudolph Isley  
Title: Co-Executor

S-2  
S-6

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Rudolph Isley

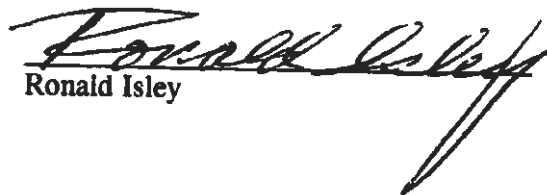
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NYK 609317-2.053322.0011



  
Ronald Isley

S-2  
S-8

[Signature page to Security Agreement]  
[Signature page to Security Agreement]

NYK 609317-2.053322.0011

Acknowledged and Accepted:

THE PULLMAN GROUP, LLC

By: \_\_\_\_\_

Name:

Title:

S-9

[Signature page to Security Agreement]

NYK 609317-2.053322 0011

SCHEDULE I  
to  
Security Agreement

Item A. Principal Place of Business/Chief Executive Office/Residence

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
All Grantors	c/o Isley Brothers Management 10866 Wilshire Boulevard Los Angeles, CA 90024	Los Angeles	California

Item B. Trade Names

<u>Grantor</u>	<u>Trade Names</u>	<u>Other Legal Names</u>	<u>Mergers, etc.</u>
----------------	--------------------	--------------------------	----------------------

N/A

Item C. Other Liens, Financing Statements

N/A

**SCHEDULE II  
to  
Security Agreement**

**Copyrights**

**[ATTACHED HERETO]**

JAN-11-2000 13:10

MW&amp;E/NY 212-547-5444

## ISLEY BROTHERS - MASTER SONG LIST

to  
Security Agreement

## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin Up The Ladder
- ~~27 Come My Way~~
- 28 Cooling Me Out
- 29 Cow Jumped Over The Moon
- 30 Craziest
- 31 Dedicate This Song
- 32 Don't Give It Away
- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin On Your Love
- 40 Footsteps In The Dark
- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

VJ440 D/73 1005 02

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MW&amp;E/NY 212-547-5444

- 50 Give The Women What They Want
- 51 Go All The Way
- 52 Go For What You Know
- 53 Go For Your Guns
- 54 Groove With You
- 55 Harvest For The World
- 56 Heat Is On, The
- 57 Here We Go Again
- 58 He's Got Your Love
- 59 Highways Of My Life
- 60 Hollywood Paradox
- 61 Hoochie's Need Love Too
- 62 Hope You Feel Better Love
- 63 How Lucky I Am
- 64 Hurry Up And Wait
- 65 I Can't Let Go
- 66 I Got Work To Do
- 67 I Know
- 68 I Know Who You Been Sockin It To
- 69 I N C Ride
- 70 I Need Your Body
- 71 I Once Had Your Love
- 72 I Turned You On
- 73 I Wanna Be With You
- 74 I Wanna Be With You
- 75 I'd Rather Be Your Lover
- 76 If He Can You Can
- 77 If You Were There
- 78 I'll Do It All For You
- 79 In My Opinion
- 80 Inside You
- 81 It Was A Good Day
- 82 It's A Disco Night
- 83 It's Alright With Me
- 84 Its Your Thing \*
- 85 I've Got To Get Myself Together
- 86 Keep On Doin
- 87 L D
- 88 Let Me Down Easy
- 89 Let Me In Your Life
- 90 Let's Fall In Love
- 91 Let's Get Intimate
- 92 Let's Make Love Tonight
- 93 Lettin Niggas Know
- 94 Life In The City
- 95 Liquid Love
- 96 Live It Up
- 97 Livin In The Life
- 98 Love Comes And Goes
- 99 Love Fever
- 100 Love Is A Wonderful Thing
- 101 Love Is What You Make It

\*Its Your Thing is owned by Triple Three Music, Inc. Any royalties that are paid by EMI on any and all alleged rights EMI has to administrate "Its Your Thing" are also covered by this financing statment.

- 102 Love Merry Go Round
- 103 Love Zone
- 104 Lover's Eve
- 105 Make Me Say It Again Girl
- 106 Mama I'm In Love With A Gangsta
- 107 Midnight Sky
- 108 Mind Blowin
- 109 Mind Over Matter
- 110 Most Beautifulest Thing In This World
- 111 My Block
- 112 My Heart
- 113 My Little Girl
- 114 Need A Little Taste Of Love
- 116 Nika
- 116 No Axe To Grind
- 117 Nobody But You/Me
- 118 Nobody Can Do The Dog Like I Do
- 119 Ol G
- 120 Ol Skool
- 121 One Day
- 122 One Day You'll Be Mine
- 123 Open Up Your Heart
- 124 Overshine
- 125 Party Night
- 126 Pass It On
- 127 People Of Today
- 128 Pride, The
- 129 Punks Jump Up To Get Down
- 130 Real Deal, The
- 131 Recipe Of A Hoe
- 132 Respectable
- 133 Rockin With Fire
- 134 Save Me
- 135 Say You Will
- 136 Second Nature
- 137 Sensuality
- 138 Shake
- 139 Shake Your Thang
- 140 Shakin With Linda
- 141 She's Gone
- 142 She's The One
- 143 Shoot Em Up
- 144 Shout
- 145 Shout It Out
- 146 Showdown
- 147 Smokin Me Out
- 148 So You Wanna Stay Down
- 149 Somebody Been Missin
- 150 Sound Of Revolution
- 151 Soup Remix
- 152 Special Delivery
- 153 Stone Cold Lover



- 154 Story Book
- 155 Street Dreams
- 156 Sunshine
- 157 Take Me To The Next Phase
- 158 Tango
- 159 Tell Me When You Need It Again
- 160 Tell Me Who
- 161 The Crossroads
- 162 That Lady
- 163 Tonight Is The Night
- 164 Top Ta Bottom
- 165 Touch Me
- 166 Try To Do Something
- 167 Turn It Up
- 168 Turn On Tune In Drop Out
- 169 Twenty Five Ta Life
- 170 Twist And Shout
- 171 Twistin Belinda
- 172 Under The Influence
- 173 Voyage To Atlantis
- 174 Way Out Love
- 175 Week Ago
- 176 Welcome Into My Heart
- 177 What It Comes Down To
- 178 What You Do To Me
- 179 Whatcha Gonna Do
- 180 What's Going On
- 181 Who Loves You Better
- 182 Who Said
- 183 Who's That Lady
- 184 Winner Takes All
- 185 With You
- 186 Without A Doubt
- 187 Work To Do
- 188 Yes Yes Y'all
- 189 You Make Me Wanna Shout
- 190 You Still Feel The Need
- 191 Young Girls
- 192 Your Old Lady
- 193 You're Beside Me
- 194 You're The Key To My Heart

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SCHEDULE III  
to  
Security Agreement

Assigned Agreements

1. Agreement made as of January 1, 1980 between Bovina Music, Inc. and April Musci (sic) Inc.
2. Letter agreement dated as of June 15, 1983 between CBS Records, a Division of CBS, Inc., and T-Neck Records, Inc.

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SCHEDULE VII  
to  
Security Agreement

Vessel

<u>Make</u>	<u>Hull No.</u>	<u>License No.</u>	<u>Registration No.</u>
Thomas E Winch	921-703	[1987CFZ4653H0184]	D921703

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EXHIBIT A  
to  
Security Agreement

Forms of Financing Statements

[ATTACHED HERETO]

THIS SPACE FOR USE OF FILING OFFICER

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

V3446 D745 Page 39

A. NAME & TEL. OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
McDermott, Will & Emery 50 Rockefeller Plaza New York, New York 10020			
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING			

1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)				
1a. ENTITY'S NAME The O'Kelly Isley Estate				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560		CITY Los Angeles	STATE CA	COUNTRY USA
1d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)				
2a. ENTITY'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	COUNTRY
2d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE
3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)				
3a. ENTITY'S NAME The Pullman Group, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1370 Avenue of the Americas		CITY New York	STATE NY	COUNTRY USA
4. This FINANCING STATEMENT covers the following types or items of property: See Exhibit A attached hereto and made a part hereof.				

File with the County of Los Angeles

5. CHECK BOX (if applicable) <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)		7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S) DEBTOR: The O'Kelly Isley Estate		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) Attach Addendum	
SECURED PARTY: The Pullman Group, LLC		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC1) (TRANS) (REV. 12/18/95)

CSC-The United States Corp. Co.  
1013 Centre Road  
Wilmington, DE 19825-1367

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Secured Party: The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019

Debtor: The O'Kelly Isley Estate  
c/o Isley Brothers  
Management  
10866 Wilshire Blvd.  
Suite 560  
Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) the judgment identified on Schedule I and all rights of the Debtor with respect thereto.
- (c) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (d) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Copyright Collateral" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).



SCHEDULE II

See attached.

## ISLEY BROTHERS - MASTER SONG LIST

## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin' Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin' Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
- 29 Cow Jumped Over The Moon
- 30 Craziest
- 31 Dedicate This Song
- 32 Don't Give It Away
- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin' On Your Love
- 40 Footsteps In The Dark
- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

- 50 Give The Women What They Want
- 51 Go All The Way
- 52 Go For What You Know
- 53 Go For Your Guns
- 54 Groove With You
- 55 Harvest For The World
- 56 Heat Is On, The
- 57 Here We Go Again
- 58 He's Got Your Love
- 59 Highways Of My Life
- 60 Hollywood Paradox
- 61 Hoochie's Need Love Too
- 62 Hope You Feel Better Love
- 63 How Lucky I Am
- 64 Hurry Up And Wait
- 65 I Can't Let Go
- 66 I Got Work To Do
- 67 I Know
- 68 I Know Who You Been Sockin It To
- 69 I N C Ride
- 70 I Need Your Body
- 71 I Once Had Your Love
- 72 I Turned You On
- 73 I Wanna Be With You
- 74 I Wanna Be With You
- 75 I'd Rather Be Your Lover
- 76 If He Can You Can
- 77 If You Were There
- 78 I'll Do It All For You
- 79 In My Opinion
- 80 Inside You
- 81 It Was A Good Day
- 82 It's A Disco Night
- 83 It's Alright With Me
- 84 Its Your Thing \*
- 85 I've Got To Get Myself Together
- 86 Keep On Doin
- 87 L D
- 88 Let Me Down Easy
- 89 Let Me In Your Life
- 90 Let's Fall In Love
- 91 Let's Get Intimate
- 92 Let's Make Love Tonight
- 93 Lettin Niggas Know
- 94 Life In The City
- 95 Liquid Love
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- 98 Love Comes And Goes
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- 100 Love Is A Wonderful Thing
- 101 Love Is What You Make It

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102 Love Merry Go Round  
103 Love Zone  
104 Lover's Eve  
105 Make Me Say It Again Girl  
106 Mama I'm In Love With A Gangsta  
107 Midnight Sky  
108 Mind Blowin  
109 Mind Over Matter  
110 Most Beautifullest Thing In This World  
111 My Block  
112 My Heart  
113 My Little Girl  
114 Need A Little Taste Of Love  
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116 No Axe To Grind  
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124 Overshine  
125 Party Night  
126 Pass It On  
127 People Of Today  
128 Pride, The  
129 Punks Jump Up To Get Down  
130 Real Deal, The  
131 Recipe Of A Hoe  
132 Respectable  
133 Rockin With Fire  
134 Save Me  
135 Say You Will  
136 Second Nature  
137 Sensually  
138 Shake  
139 Shake Your Thang  
140 Shakin With Linda  
141 She's Gone  
142 She's The One  
143 Shoot Em Up  
144 Shout  
145 Shout It Out  
146 Showdown  
147 Smokin Me Out  
148 So You Wanna Stay Down  
149 Somebody Been Missin  
150 Sound Of Revolution  
151 Soup Remix  
152 Special Delivery  
153 Stone Cold Lover

154 Story Book  
155 Street Dreams  
156 Sunshine  
157 Take Me To The Next Phase  
158 Tango  
159 Tell Me When You Need It Again  
160 Tell Me Who  
161 Tha Crossroads  
162 That Lady  
163 Tonight Is The Night  
164 Top Ta Bottom  
165 Touch Me  
166 Try To Do Something  
167 Turn It Up  
168 Turn On Tune In Drop Out  
169 Twenty Five Ta Life  
170 Twist And Shout  
171 Twistin Belinda  
172 Under The Influence  
173 Voyage To Atlantis  
174 Way Out Love  
175 Week Ago  
176 Welcome Into My Heart  
177 What It Comes Down To  
178 What You Do To Me  
179 Whatcha Gonna Do  
180 What's Going On  
181 Who Loves You Better  
182 Who Said  
183 Who's That Lady  
184 Winner Takes All  
185 With You  
186 Without A Doubt  
187 Work To Do  
188 Yes Yes Y'all  
189 You Make Me Wanna Shout  
190 You Still Feel The Need  
191 Young Girls  
192 Your Old Lady  
193 You're Beside Me  
194 You're The Key To My Heart

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

V3446 D745 Page 47

A. NAME & TEL. OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO (Name and Mailing Address)			
<div style="border: 1px solid black; padding: 10px; text-align: center;"> McDermott, Will &amp; Emery  50 Rockefeller Plaza  New York, New York 10020 </div>			
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING			

1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)					
1a. ENTITY'S NAME Triple Three Music, Inc.					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME SUFFIX	
2c. MAILING ADDRESS c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560		CITY Los Angeles		STATE CA	COUNTRY USA POSTAL CODE 90024
1d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)					
2a. ENTITY'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	COUNTRY POSTAL CODE
2d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	
3. SECURED PARTY'S (ORIGINAL SP or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)					
3a. ENTITY'S NAME The Pullman Group, LLC					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME SUFFIX	
3c. MAILING ADDRESS 1370 Avenue of the Americas		CITY New York		STATE NY	COUNTRY USA POSTAL CODE 10019
4. This FINANCING STATEMENT covers the following types or items of property: See Exhibit A attached hereto and made a part hereof.					

File with the County of Los Angeles

5. CHECK BOX (if applicable) <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)		7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S) DEBTOR: Triple Three Music, Inc.		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	
SECURED PARTY: The Pullman Group, LLC		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC1) (TRANS) (REV. 12/18/95)

GSC-The United States Corp. Co.  
1015 Centre Road  
Wilmington, DE 19825-1267

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019

Debtor: Triple Three Music, Inc.  
c/o Isley Brothers  
Management  
10866 Wilshire Blvd.  
Suite 560  
Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) the judgment identified on Schedule I and all rights of the Debtor with respect thereto.
- (c) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (d) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (c) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Copyright Collateral" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.



SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).

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SCHEDULE II

See attached.

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[illegible]

## ISLEY BROTHERS - MASTER SONG LIST

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## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
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- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosy Lover
- 26 Climbin Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
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- 31 Dedicate This Song
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- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

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50 Give The Women What They Want  
51 Go All The Way  
52 Go For What You Know  
53 Go For Your Guns  
54 Groove With You  
55 Harvest For The World  
56 Heat Is On, The  
57 Here We Go Again  
58 He's Got Your Love  
59 Highways Of My Life  
60 Hollywood Paradox  
61 Hoochies Need Love Too  
62 Hope You Feel Better Love  
63 How Lucky I Am  
64 Hurry Up And Wait  
65 I Can't Let Go  
66 I Got Work To Do  
67 I Know  
68 I Know Who You Been Sockin It To  
69 I N C Ride  
70 I Need Your Body  
71 I Once Had Your Love  
72 I Turned You On  
73 I Wanna Be With You  
74 I Wanna Be With You  
75 I'd Rather Be Your Lover  
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78 I'll Do It All For You  
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101 Love Is What You Make It

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104 Lover's Eve  
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109 Mind Over Matter  
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112 My Heart  
113 My Little Girl  
114 Need A Little Taste Of Love  
115 Nika  
116 No Axe To Grind  
117 Nobody But You/Me  
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119 Ol G  
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122 One Day You'll Be Mine  
123 Open Up Your Heart  
124 Overshine  
125 Party Night  
126 Pass It On  
127 People Of Today  
128 Pride, The  
129 Punks Jump Up To Get Down  
130 Real Deal, The  
131 Recipe Of A Hoe  
132 Respectable  
133 Rockin With Fire  
134 Save Me  
135 Say You Will  
136 Second Nature  
137 Sensuality  
138 Shake  
139 Shake Your Thang  
140 Shakin With Linda  
141 She's Gone  
142 She's The One  
143 Shoot Em Up  
144 Shout  
145 Shout It Out  
146 Showdown  
147 Smokin Me Out  
148 So You Wanna Stay Down  
149 Somebody Been Missin  
150 Sound Of Revolution  
151 Soup Remix  
152 Special Delivery  
153 Stone Cold Lover

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- 154 Story Book
- 155 Street Dreams
- 156 Sunshine
- 157 Take Me To The Next Phase
- 158 Tango
- 159 Tell Me When You Need It Again
- 160 Tell Me Who
- 161 Tha Crossroads
- 162 That Lady
- 163 Tonight Is The Night
- 164 Top Ta Bottom
- 165 Touch Me
- 166 Try To Do Something
- 167 Turn It Up
- 168 Turn On Tune In Drop Out
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- 177 What It Comes Down To
- 178 What You Do To Me
- 179 Whatcha Gonna Do
- 180 What's Going On
- 181 Who Loves You Better
- 182 Who Said
- 183 Who's That Lady
- 184 Winner Takes All
- 185 With You
- 186 Without A Doubt
- 187 Work To Do
- 188 Yes Yes Y'all
- 189 You Make Me Wanna Shout
- 190 You Still Feel The Need
- 191 Young Girls
- 192 Your Old Lady
- 193 You're Beside Me
- 194 You're The Key To My Heart



THIS SPACE FOR USE OF FILING OFFICER

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

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A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO (Name and Mailing Address)	
<p>McDermott, Will &amp; Emery 50 Rockefeller Plaza New York, New York 10020</p>	
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

**1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME Yelsi Group, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560		CITY Los Angeles	STATE CA	COUNTRY USA POSTAL CODE 90024
1d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	
			1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	COUNTRY POSTAL CODE
2d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	
			2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME The Pullman Group, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1370 Avenue of the Americas		CITY New York	STATE NY	COUNTRY USA POSTAL CODE 10019

4. This FINANCING STATEMENT covers the following types or items of property:  
See Exhibit A attached hereto and made a part hereof.

File with the County of Los Angeles

5. CHECK BOX (if applicable) <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect its security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) DEBTOR: Yelsi Group, Inc.	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum (if applicable))
SECURED PARTY: The Pullman Group, LLC	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC1) (TRANS) (REV. 12/18/95)

CSC-The United States Corp. Co.  
1615 Centre Road  
Wilmington, DE 19825-1267

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019

Debtor: Yelsi Group, Inc.  
c/o Isley Brothers  
Management  
10866 Wilshire Blvd.  
Suite 560  
Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) the judgment identified on Schedule I and all rights of the Debtor with respect thereto.
- (c) the vessel owned by the Debtor, wherever located, and including all machinery, components, parts and accessories installed thereon or affixed thereto, together with all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, as identified on Schedule III attached hereto (the "Vessel");
- (d) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (e) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Copyright Collateral" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).

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SCHEDULE II

See attached.

## ISLEY BROTHERS - MASTER SONG LIST

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## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
- 29 Cow Jumped Over The Moon
- 30 Craziest
- 31 Dedicate This Song
- 32 Don't Give It Away
- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin On Your Love
- 40 Footsteps In The Dark
- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

- 50 Give The Women What They Want
- 51 Go All The Way
- 52 Go For What You Know
- 53 Go For Your Guns
- 54 Groove With You
- 55 Harvest For The World
- 56 Heat Is On, The
- 57 Here We Go Again
- 58 He's Got Your Love
- 59 Highways Of My Life
- 60 Hollywood Paradox
- 61 Hoochies Need Love Too
- 62 Hope You Feel Better Love
- 63 How Lucky I Am
- 64 Hurry Up And Wait
- 65 I Can't Let Go
- 66 I Got Work To Do
- 67 I Know
- 68 I Know Who You Been Sockin It To
- 69 I N C Ride
- 70 I Need Your Body
- 71 I Once Had Your Love
- 72 I Turned You On
- 73 I Wanna Be With You
- 74 I Wanna Be With You
- 75 I'd Rather Be Your Lover
- 76 If He Can You Can
- 77 If You Were There
- 78 I'll Do It All For You
- 79 In My Opinion
- 80 Inside You
- 81 It Was A Good Day
- 82 It's A Disco Night
- 83 It's Allright With Me
- 84 Its Your Thing \*
- 85 I've Got To Get Myself Together
- 86 Keep On Doin
- 87 L D
- 88 Let Me Down Easy
- 89 Let Me In Your Life
- 90 Let's Fall In Love
- 91 Let's Get Intimate
- 92 Let's Make Love Tonight
- 93 Lettin Niggas Know
- 94 Life In The City
- 95 Liquid Love
- 96 Live It Up
- 97 Livin In The Life
- 98 Love Comes And Goes
- 99 Love Fever
- 100 Love Is A Wonderful Thing
- 101 Love Is What You Make It

\*Its Your Thing is owned by Triple Three Music, Inc. Any royalties that are paid by EMI on any and all alleged rights EMI has to administrate "Its Your Thing" are also covered by this financing statement.

- 102 Love Merry Go Round
- 103 Love Zone
- 104 Lover's Eve
- 105 Make Me Say It Again Girl
- 106 Mama I'm In Love With A Gangsta
- 107 Midnight Sky
- 108 Mind Blowin
- 109 Mind Over Matter
- 110 Most Beautifullest Thing In This World
- 111 My Block
- 112 My Heart
- 113 My Little Girl
- 114 Need A Little Taste Of Love
- 115 Nika
- 116 No Axe To Grind
- 117 Nobody But You/Me
- 118 Nobody Can Do The Dog Like I Do
- 119 Ol G
- 120 Ol Skool
- 121 One Day
- 122 One Day You'll Be Mine
- 123 Open Up Your Heart
- 124 Overshine
- 125 Party Night
- 126 Pass It On
- 127 People Of Today
- 128 Pride, The
- 129 Punks Jump Up To Get Down
- 130 Real Deal, The
- 131 Recipe Of A Hoe
- 132 Respectable
- 133 Rockin With Fire
- 134 Save Me
- 135 Say You Will
- 136 Second Nature
- 137 Sensuality
- 138 Shake
- 139 Shake Your Thang
- 140 Shakin With Linda
- 141 She's Gone
- 142 She's The One
- 143 Shoot Em Up
- 144 Shout
- 145 Shout It Out
- 146 Showdown
- 147 Smokin Me Out
- 148 So You Wanna Stay Down
- 149 Somebody Been Missin
- 150 Sound Of Revolution
- 151 Soup Remix
- 152 Special Delivery
- 153 Stone Cold Lover

- 154 Story Book
- 155 Street Dreams
- 156 Sunshine
- 157 Take Me To The Next Phase
- 158 Tango
- 159 Tell Me When You Need It Again
- 160 Tell Me Who
- 161 Tha Crossroads
- 162 That Lady
- 163 Tonight Is The Night
- 164 Top Ta Bottom
- 165 Touch Me
- 166 Try To Do Something
- 167 Turn It Up
- 168 Turn On Tune In Drop Out
- 169 Twenty Five Ta Life
- 170 Twist And Shout
- 171 Twistin Belinda
- 172 Under The Influence
- 173 Voyage To Atlantis
- 174 Way Out Love
- 175 Week Ago
- 176 Welcome Into My Heart
- 177 What It Comes Down To
- 178 What You Do To Me
- 179 Whatcha Gonna Do
- 180 What's Going On
- 181 Who Loves You Better
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- 188 Yes Yes Y'all
- 189 You Make Me Wanna Shout
- 190 You Still Feel The Need
- 191 Young Girls
- 192 Your Old Lady
- 193 You're Beside Me
- 194 You're The Key To My Heart



SCHEDULE III

Vessel

<u>Make</u>	<u>Hull</u>	<u>License No.</u>	<u>Registration No.</u>
Thomas E. Winch	921-703	1987CFZ4653H0184	D921703

THIS SPACE FOR USE OF FILING OFFICER

V3446 D746 Page 64

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

A. NAME & TEL. OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
McDermott, Will & Emery 50 Rockefeller Plaza New York, New York 10020			
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING			

**1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME

Three Boys' Music, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS c/o Isley Brothers Management  
10866 Wilshire Blvd., Suite 580CITY  
Los AngelesSTATE  
CACOUNTRY  
USAPOSTAL CODE  
90024

1d. SS. OR TAX I.D. #

OPTIONAL  
ADD'L INFO RE:  
ENTITY DEBTOR

1e. TYPE OF ENTITY

1f. ENTITY'S STATE  
OR COUNTRY OF  
ORGANIZATION

1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY

☐ NONE**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

COUNTRY

POSTAL CODE

2d. SS. OR TAX I.D. #

OPTIONAL  
ADD'L INFO RE:  
ENTITY DEBTOR

2e. TYPE OF ENTITY

2f. ENTITY'S STATE  
OR COUNTRY OF  
ORGANIZATION

2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY

☐ NONE**3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME

The Pullman Group, LLC

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1370 Avenue of the Americas

CITY

New York

STATE  
NYCOUNTRY  
USAPOSTAL CODE  
100194. This FINANCING STATEMENT covers the following types or items of property:  
See Exhibit A attached hereto and made a part hereof.

File with the County of Los Angeles

5. CHECK  
BOX  
(if applicable)
☐ This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest  
 (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the  
 debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)

If filed in Florida (check one)

☐ Documentary  
stamp tax paid

☐ Documentary stamp  
tax not applicable

6. REQUIRED SIGNATURE(S) DEBTOR: Three Boys' Music, Inc.

SECURED PARTY: The Pullman Group, LLC

☐ This FINANCING STATEMENT is to be filed (for record)  
 (or recorded) in the REAL ESTATE RECORDS  
 Attach Addendum (if applicable)

 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s)  
 (ADDITIONAL FEE)  
 (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC-1) (TRANS) (REV. 12/18/95)

 CBC-The United States Corp. Co.  
 1915 Centre Road  
 Wilmington, DE 19826-1297

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
 1370 Avenue of the Americas  
 New York, New York 10019

Debtor: Three Boys' Music, Inc.  
 c/o Isley Brothers  
 Management  
 10866 Wilshire Blvd.  
 Suite 560  
 Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) the judgment identified on Schedule I and all rights of the Debtor with respect thereto.
- (c) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (d) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Copyright Collateral" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).

SCHEDULE II

See attached.

## ISLEY BROTHERS - MASTER SONG LIST

## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
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- 61 Hoochies Need Love Too
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- 63 How Lucky I Am
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- 66 I Got Work To Do
- 67 I Know
- 68 I Know Who You Been Sockin It To
- 69 I N C Ride
- 70 I Need Your Body
- 71 I Once Had Your Love
- 72 I Turned You On
- 73 I Wanna Be With You
- 74 I Wanna Be With You
- 75 I'd Rather Be Your Lover
- 76 If He Can You Can
- 77 If You Were There
- 78 I'll Do It All For You
- 79 In My Opinion
- 80 Inside You
- 81 It Was A Good Day
- 82 It's A Disco Night
- 83 It's Alright With Me
- 84 Its Your Thing \*
- 85 I've Got To Get Myself Together
- 86 Keep On Doin
- 87 L D
- 88 Let Me Down Easy
- 89 Let Me In Your Life
- 90 Let's Fall In Love
- 91 Let's Get Intimate
- 92 Let's Make Love Tonight
- 93 Lettin Niggas Know
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- 95 Liquid Love
- 96 Live It Up
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- 99 Love Fever
- 100 Love Is A Wonderful Thing
- 101 Love Is What You Make It

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- 102 Love Merry Go Round
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- 106 Mama I'm In Love With A Gangsta
- 107 Midnight Sky
- 108 Mind Blowin
- 109 Mind Over Matter
- 110 Most Beautifullest Thing In This World
- 111 My Block
- 112 My Heart
- 113 My Little Girl
- 114 Need A Little Taste Of Love
- 115 Nika
- 116 No Axe To Grind
- 117 Nobody But You/Me
- 118 Nobody Can Do The Dog Like I Do
- 119 OI G
- 120 OI Skool
- 121 One Day
- 122 One Day You'll Be Mine
- 123 Open Up Your Heart
- 124 Overshine
- 125 Party Night
- 126 Pass It On
- 127 People Of Today
- 128 Pride, The
- 129 Punks Jump Up To Get Down
- 130 Real Deal, The
- 131 Recipe Of A Hoe
- 132 Respectable
- 133 Rockin With Fire
- 134 Save Me
- 135 Say You Will
- 136 Second Nature
- 137 Sensuality
- 138 Shake
- 139 Shake Your Thang
- 140 Shakin With Linda
- 141 She's Gone
- 142 She's The One
- 143 Shoot Em Up
- 144 Shout
- 145 Shout It Out
- 146 Showdown
- 147 Smokin Me Out
- 148 So You Wanna Stay Down
- 149 Somebody Been Missin
- 150 Sound Of Revolution
- 151 Soup Remix
- 152 Special Delivery
- 153 Stone Cold Lover



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154 Story Book  
155 Street Dreams  
156 Sunshine  
157 Take Me To The Next Phase  
158 Tango  
159 Tell Me When You Need It Again  
160 Tell Me Who  
161 Tha Crossroads  
162 That Lady  
163 Tonight Is The Night  
164 Top Ta Bottom  
165 Touch Me  
166 Try To Do Something  
167 Turn It Up  
168 Turn On Tune In Drop Out  
169 Twenty Five Ta Life  
170 Twist And Shout  
171 Twistin Belinda  
172 Under The Influence  
173 Voyage To Atlantis  
174 Way Out Love  
175 Week Ago  
176 Welcome Into My Heart  
177 What It Comes Down To  
178 What You Do To Me  
179 Whatcha Gonna Do  
180 What's Going On  
181 Who Loves You Better  
182 Who Said  
183 Who's That Lady  
184 Winner Takes All  
185 With You  
186 Without A Doubt  
187 Work To Do  
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190 You Still Feel The Need  
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194 You're The Key To My Heart

THIS SPACE FOR USE OF FILING OFFICER

V3446 D746 Page 72

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p>McDermott, Will &amp; Emery 50 Rockefeller Plaza New York, New York 10020</p>	
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

**1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME Bovina Music, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		SUFFIX
1c. MAILING ADDRESS c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560		CITY Los Angeles	STATE CA
1d. SS. OR TAX I.D. #		1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
OPTIONAL ADD'L INFO RE: ENTITY DEBTOR		1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		SUFFIX
2c. MAILING ADDRESS		CITY	STATE
2d. SS. OR TAX I.D. #		2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
OPTIONAL ADD'L INFO RE: ENTITY DEBTOR		2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME The Pullman Group, LLC			
OR	3b. INDIVIDUAL'S LAST NAME		SUFFIX
3c. MAILING ADDRESS 1370 Avenue of the Americas		CITY New York	STATE NY
		COUNTRY USA	POSTAL CODE 10019

4. This FINANCING STATEMENT covers the following types or items of property:  
See Exhibit A attached hereto and made a part hereof.

File with the County of Los Angeles

5. CHECK BOX (if applicable)	<input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one)
		<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) DEBTOR: Bovina Music, Inc.		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum (if applicable))
SECURED PARTY: The Pullman Group, LLC		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

C&C-The United States Corp. Co.  
1013 Centre Road  
Wilmington, DE 19825-1267

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019

Debtor: Bovina Music, Inc.  
c/o Isley Brothers  
Management  
10866 Wilshire Blvd.  
Suite 560  
Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) all of the Debtor's right, title and interest in and to the agreements specified in Schedule III attached hereto, as such agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time (collectively, the "Assigned Agreements"), including (i) all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (c) the judgment identified on Schedule I and all rights of the Debtor with respect thereto;
- (d) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (e) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing provisions of this Exhibit A, such grant of security interest shall not extend to, and the term "Collateral" shall not include, any Assigned Agreement to the extent that (A) such Assigned Agreement is not assignable or capable of being encumbered as a matter of law or under the terms thereof (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of any party thereto (other than

the Debtor) and (B) such consent has not been obtained; *provided, however*, that the foregoing grant of a security interest shall extend to, and the term "Collateral" shall include, (1) any and all proceeds of such Assigned Agreement to the extent that the assignment or encumbering of such proceeds is not so restricted and (2) upon any such consent of such party with respect to such otherwise excluded Assigned Agreement, thereafter such Assigned Agreement as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral".

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

*"Copyright Collateral"* means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).

# DOCUMENT INDEX

This document is more than 25 pages in length. To facilitate the preparation of the computer image as well as the retrieval of specific titles, the document has been segmented into multiple document image records. Each document image record has its own document number in the format VnnnnDnnn and is separately cataloged in the Copyright Office History of Documents file, COHD. Each document image record contains 25 pages or less of the document. Each starts with a copy of this Document Index, which lists all of the document image records and their respective document numbers, so that the reader may have a sense of the entire document.

**The following is a list of the document image records into which this document has been segmented. You may retrieve any other segment of the document by using the FIND button and the specific segment of interest.**

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[illegible]

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SCHEDULE II

See attached.

## ISLEY BROTHERS - MASTER SONG LIST

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## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
- 29 Cow Jumped Over The Moon
- 30 Craziest
- 31 Dedicate This Song
- 32 Don't Give It Away
- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin On Your Love
- 40 Footsteps In The Dark
- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls



50 Give The Women What They Want  
51 Go All The Way  
52 Go For What You Know  
53 Go For Your Guns  
54 Groove With You  
55 Harvest For The World  
56 Heat Is On, The  
57 Here We Go Again  
58 He's Got Your Love  
59 Highways Of My Life  
60 Hollywood Paradox  
61 Hoochies Need Love Too  
62 Hope You Feel Better Love  
63 How Lucky I Am  
64 Hurry Up And Wait  
65 I Can't Let Go  
66 I Got Work To Do  
67 I Know  
68 I Know Who You Been Sockin It To  
69 I N C Ride  
70 I Need Your Body  
71 I Once Had Your Love  
72 I Turned You On  
73 I Wanna Be With You  
74 I Wanna Be With You  
75 I'd Rather Be Your Lover  
76 If He Can You Can  
77 If You Were There  
78 I'll Do It All For You  
79 In My Opinion  
80 Inside You  
81 It Was A Good Day  
82 It's A Disco Night  
83 It's Alright With Me  
84 Its Your Thing \*  
85 I've Got To Get Myself Together  
86 Keep On Doin  
87 L D  
88 Let Me Down Easy  
89 Let Me In Your Life  
90 Let's Fall In Love  
91 Let's Get Intimate  
92 Let's Make Love Tonight  
93 Lettin Niggas Know  
94 Life In The City  
95 Liquid Love  
96 Live It Up  
97 Livin In The Life  
98 Love Comes And Goes  
99 Love Fever  
100 Love Is A Wonderful Thing  
101 Love Is What You Make It

\*Its Your Thing is owned by Triple Three Music, Inc. Any royalties that are paid by EMI on any and all alleged rights EMI has to administrate "Its Your Thing" are also covered by this financing statement.

102 Love Merry Go Round  
103 Love Zone  
104 Lover's Eve  
105 Make Me Say It Again Girl  
106 Mama I'm In Love With A Gangsta  
107 Midnight Sky  
108 Mind Blowin  
109 Mind Over Matter  
110 Most Beautifulest Thing In This World  
111 My Block  
112 My Heart  
113 My Little Girl  
114 Need A Little Taste Of Love  
115 Nika  
116 No Axe To Grind  
117 Nobody But You/Me  
118 Nobody Can Do The Dog Like I Do  
119 OI G  
120 OI Skool  
121 One Day  
122 One Day You'll Be Mine  
123 Open Up Your Heart  
124 Overshine  
125 Party Night  
126 Pass It On  
127 People Of Today  
128 Pride, The  
129 Punks Jump Up To Get Down  
130 Real Deal, The  
131 Recipe Of A Hoe  
132 Respectable  
133 Rockin With Fire  
134 Save Me  
135 Say You Will  
136 Second Nature  
137 Sensuality  
138 Shake  
139 Shake Your Thang  
140 Shakin With Linda  
141 She's Gone  
142 She's The One  
143 Shoot Em Up  
144 Shout  
145 Shout It Out  
146 Showdown  
147 Smokin Me Out  
148 So You Wanna Stay Down  
149 Somebody Been Missin  
150 Sound Of Revolution  
151 Soup Remix  
152 Special Delivery  
153 Stone Cold Lover

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154 Story Book  
155 Street Dreams  
156 Sunshine  
157 Take Me To The Next Phase  
158 Tango  
159 Tell Me When You Need It Again  
160 Tell Me Who  
161 Tha Crossroads  
162 That Lady  
163 Tonight Is The Night  
164 Top Ta Bottom  
165 Touch Me  
166 Try To Do Something  
167 Turn It Up  
168 Turn On Tune In Drop Out  
169 Twenty Five Ta Life  
170 Twist And Shout  
171 Twistin Belinda  
172 Under The Influence  
173 Voyage To Atlantis  
174 Way Out Love  
175 Week Ago  
176 Welcome Into My Heart  
177 What It Comes Down To  
178 What You Do To Me  
179 Whatcha Gonna Do  
180 What's Going On  
181 Who Loves You Better  
182 Who Said  
183 Who's That Lady  
184 Winner Takes All  
185 With You  
186 Without A Doubt  
187 Work To Do  
188 Yes Yes Y'all  
189 You Make Me Wanna Shout  
190 You Still Feel The Need  
191 Young Girls  
192 Your Old Lady  
193 You're Beside Me  
194 You're The Key To My Heart

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SCHEDULE III

1. Agreement made as of January 1, 1980 between Bovina Music, Inc. and April Musci (sic) Inc.

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p>McDermott, Will &amp; Emery 50 Rockefeller Plaza New York, New York 10020</p>	
D. OPTIONAL DESIGNATION (If applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

**1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME T-Neck Records, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560		CITY Los Angeles		STATE CA	COUNTRY USA	POSTAL CODE 90024
1d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	COUNTRY	POSTAL CODE
2d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE	

**3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME The Pullman Group, LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1370 Avenue of the Americas		CITY New York		STATE NY	COUNTRY USA	POSTAL CODE 10019

4. This FINANCING STATEMENT covers the following types or items of property:  
See Exhibit A attached hereto and made a part hereof.

File with the County of Los Angeles

5. CHECK BOX (if applicable)	<input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. Filed in Florida (check one)	<input type="checkbox"/> Documentary stamp tax paid	<input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) DEBTOR: T-Neck Records, Inc.		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum) (if applicable)		
SECURED PARTY: The Pullman Group, LLC		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC1) (TRANS) (REV. 12/18/85)

CSC-The United States Corp. Co.  
1015 Centre Road  
Wilmington, DE 19825-1207

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**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
1370 Avenue of the Americas  
New York, New York 10019

Debtor: T-Neck Records, Inc.  
c/o Isley Brothers  
Management  
10866 Wilshire Blvd.  
Suite 560  
Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) all of the Debtor's right, title and interest in and to the agreements specified in Schedule III attached hereto, as such agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time (collectively, the "Assigned Agreements"), including (i) all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (c) the judgment identified on Schedule I and all rights of the Debtor with respect thereto;
- (d) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (e) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (e) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing provisions of this Exhibit A, such grant of security interest shall not extend to, and the term "Collateral" shall not include, any Assigned Agreement to the extent that (A) such Assigned Agreement is not assignable or capable of being encumbered as a matter of law or under the terms thereof (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of any party thereto (other than

the Debtor) and (B) such consent has not been obtained; *provided, however*, that the foregoing grant of a security interest shall extend to, and the term "Collateral" shall include, (1) any and all proceeds of such Assigned Agreement to the extent that the assignment or encumbering of such proceeds is not so restricted and (2) upon any such consent of such party with respect to such otherwise excluded Assigned Agreement, thereafter such Assigned Agreement as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral".

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"*Copyright Collateral*" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE II

See attached.



## ISLEY BROTHERS - MASTER SONG LIST

## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dops Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
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- 30 Craziest
- 31 Dedicate This Song
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- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin On Your Love
- 40 Footsteps In The Dark
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- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

- 50 Give The Women What They Want  
51 Go All The Way  
52 Go For What You Know  
53 Go For Your Guns  
54 Groove With You  
55 Harvest For The World  
56 Heat Is On, The  
57 Here We Go Again  
58 He's Got Your Love  
59 Highways Of My Life  
60 Hollywood Paradox  
61 Hoochies Need Love Too  
62 Hope You Feel Better Love  
63 How Lucky I Am  
64 Hurry Up And Wait  
65 I Can't Let Go  
66 I Got Work To Do  
67 I Know  
68 I Know Who You Been Sockin It To  
69 I N C Ride  
70 I Need Your Body  
71 I Once Had Your Love  
72 I Turned You On  
73 I Wanna Be With You  
74 I Wanna Be With You  
75 I'd Rather Be Your Lover  
76 If He Can You Can  
77 If You Were There  
78 I'll Do It All For You  
79 In My Opinion  
80 Inside You  
81 It Was A Good Day  
82 It's A Disco Night  
83 It's Alright With Me  
84 Its Your Thing \*  
85 I've Got To Get Myself Together  
86 Keep On Doin  
87 L D  
88 Let Me Down Easy  
89 Let Me In Your Life  
90 Let's Fall In Love  
91 Let's Get Intimate  
92 Let's Make Love Tonight  
93 Lettin Niggas Know  
94 Life In The City  
95 Liquid Love  
96 Live It Up  
97 Livin In The Life  
98 Love Comes And Goes  
99 Love Fever  
100 Love Is A Wonderful Thing  
101 Love Is What You Make It

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\*Its Your Thing is owned by Triple Three Music, Inc. Any royalties that are paid by EMI on any and all alleged rights EMI has to administrate "Its Your Thing" are also covered by this financing statement.

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102 Love Merry Go Round  
103 Love Zone  
104 Lover's Eve  
105 Make Me Say It Again Girl  
106 Mama I'm In Love With A Gangsta  
107 Midnight Sky  
108 Mind Blowin  
109 Mind Over Matter  
110 Most Beautifullest Thing In This World  
111 My Block  
112 My Heart  
113 My Little Girl  
114 Need A Little Taste Of Love  
115 Nika  
116 No Axe To Grind  
117 Nobody But You/Me  
118 Nobody Can Do The Dog Like I Do  
119 Ol G  
120 Ol Skool  
121 One Day  
122 One Day You'll Be Mine  
123 Open Up Your Heart  
124 Overshine  
125 Party Night  
126 Pass It On  
127 People Of Today  
128 Pride, The  
129 Punks Jump Up To Get Down  
130 Real Deal, The  
131 Recipe Of A Hoe  
132 Respectable  
133 Rockin With Fire  
134 Save Me  
135 Say You Will  
136 Second Nature  
137 Sensuality  
138 Shake  
139 Shake Your Thang  
140 Shakin With Linda  
141 She's Gone  
142 She's The One  
143 Shoot Em Up  
144 Shout  
145 Shout It Out  
146 Showdown  
147 Smokin Me Out  
148 So You Wanna Stay Down  
149 Somebody Been Missin  
150 Sound Of Revolution  
151 Soup Remix  
152 Special Delivery  
153 Stone Cold Lover

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154 Story Book  
155 Street Dreams  
156 Sunshine  
157 Take Me To The Next Phase  
158 Tango  
159 Tell Me When You Need It Again  
160 Tell Me Who  
161 Tha Crossroads  
162 That Lady  
163 Tonight Is The Night  
164 Top Ta Bottom  
165 Touch Me  
166 Try To Do Something  
167 Turn It Up  
168 Turn On Tune In Drop Out  
169 Twenty Five Ta Life  
170 Twist And Shout  
171 Twistin Belinda  
172 Under The Influence  
173 Voyage To Atlantis  
174 Way Out Love  
175 Week Ago  
176 Welcome Into My Heart  
177 What It Comes Down To  
178 What You Do To Me  
179 Whatcha Gonna Do  
180 What's Going On  
181 Who Loves You Better  
182 Who Said  
183 Who's That Lady  
184 Winner Takes All  
185 With You  
186 Without A Doubt  
187 Work To Do  
188 Yes Yes Y'all  
189 You Make Me Wanna Shout  
190 You Still Feel The Need  
191 Young Girls  
192 Your Old Lady  
193 You're Beside Me  
194 You're The Key To My Heart

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SCHEDULE III

1. Letter Agreement dated as of June 15, 1983 between CBS Records, a Division of CBS, Inc., and T-Neck Records, Inc.

THIS SPACE FOR USE OF FILING OFFICER

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing

A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
<p>McDermott, Will &amp; Emery 50 Rockefeller Plaza New York, New York 10020</p>	
D. OPTIONAL DESIGNATION (if applicable) <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

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**1. DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME			
OR	1b. INDIVIDUAL'S LAST NAME		1c. MAILING ADDRESS
	Isley		c/o Isley Brothers Management 10866 Wilshire Blvd., Suite 560
	FIRST NAME Rudolph		CITY Los Angeles
	MIDDLE NAME		STATE CA
	SUFFIX		COUNTRY USA
			POSTAL CODE 90024
1d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME — Insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		2c. MAILING ADDRESS
	FIRST NAME		CITY
	MIDDLE NAME		STATE
	SUFFIX		COUNTRY
			POSTAL CODE
2d. SS. OR TAX I.D. #	OPTIONAL ADD'L INFO RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITIES ORGANIZATIONAL I.D. #, IF ANY <input type="checkbox"/> NONE

**3. SECURED PARTY'S (ORIGINAL SP or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME — Insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME			
The Pullman Group, LLC			
OR	3b. INDIVIDUAL'S LAST NAME		3c. MAILING ADDRESS
	FIRST NAME		CITY
	MIDDLE NAME		STATE
	SUFFIX		COUNTRY
			POSTAL CODE
			10019

4. This FINANCING STATEMENT covers the following types or items of property.  
See Exhibit A attached hereto and made a part hereof.

File with the County of Los Angeles

*Rudolph Isley*

5. CHECK BOX (if applicable)	<input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one)
		<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) DEBTOR: Rudolph Isley	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (Attach Addendum (if applicable))	
SECURED PARTY: The Pullman Group, LLC	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional)	
	<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

*Dawn Pullman*

(1) FILING OFFICER COPY

— NATIONAL FINANCING STATEMENT (FORM (UCC1) (TRANS) (REV. 12/18/95)

C&C-The United States Corp. Co.  
1813 Centre Road  
Wilmington, DE 19825-1267

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Secured Party: The Pullman Group, LLC  
 1370 Avenue of the Americas  
 New York, New York 10019

Debtor: Rudolph Isley  
 c/o Isley Brothers  
 Management  
 10866 Wilshire Blvd.  
 Suite 560  
 Los Angeles, CA 90024

All of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Collateral"):

- (a) all Copyright Collateral and other general intangibles of the Debtor;
- (b) the judgment identified on Schedule I and all rights of the Debtor with respect thereto.
- (c) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Exhibit A; and
- (d) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (c) above and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

The following terms when used in this Exhibit A shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Copyright Collateral" means all copyrights of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule II attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and/or all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SCHEDULE I

Final Judgment for Three Boys Music Corporation against (i) Michael Bolton in the amount of \$932,924; (ii) Sony Music Entertainment, Inc. in the amount of \$4,218,838; (iii) Warner-Chappell Music Limited, Tamerlane Publishing Corporation and WB Music Corporation in the amount of \$75,900; and (iv) Andrew Goldmark in the amount of \$220,785, pursuant to an order dated December 18, 1996, CV 92-1177 LGB (BQRx).



SCHEDULE II

See attached.

## ISLEY BROTHERS - MASTER SONG LIST

## Songs

- 1 1 Player
- 2 25 Ta Life
- 3 Ain't Givin Up No Love
- 4 Ain't I Been Good To You
- 5 All In My Lover's Eyes
- 6 Are You With Me
- 7 At Your Best
- 8 At Your Best You Are Love
- 9 Baby Hold On
- 10 Baby You Got It
- 11 Ballad For The Fallen Soldier
- 12 Belly Dancer
- 13 Between The Sheets
- 14 Big Dope Dealer
- 15 Big Poppa
- 16 Biggest Part Of Me
- 17 Bitties In The BK Lounge
- 18 Bless Your Heart
- 19 Breaker Breaker 1 9
- 20 Brown Eyed Girl
- 21 Buddah Lovaz
- 22 Can I Have A Kiss
- 23 Can't Let Go
- 24 Chill Factor
- 25 Choosey Lover
- 26 Climbin Up The Ladder
- 27 Come My Way
- 28 Cooling Me Out
- 29 Cow Jumped Over The Moon
- 30 Craziest
- 31 Dedicate This Song
- 32 Don't Give It Away
- 33 Don't Hold Back Your Love
- 34 Don't Say Goodnight
- 35 Drag
- 36 Every Day It Rains
- 37 Fight The Power
- 38 Float On
- 39 Floatin On Your Love
- 40 Footsteps In The Dark
- 41 For The Love Of You
- 42 Free Big Willie
- 43 From Ruthless 2 Death Row Do We All Part
- 44 From The Beginning
- 45 Fun And Games
- 46 Funkdafied
- 47 Get Into Something
- 48 Get My Licks In
- 49 Girls Will Be Girls

50 Give The Women What They Want  
51 Go All The Way  
52 Go For What You Know  
53 Go For Your Guns  
54 Groove With You  
55 Harvest For The World  
56 Heat Is On, The  
57 Here We Go Again  
58 He's Got Your Love  
59 Highways Of My Life  
60 Hollywood Paradox  
61 Hoochies Need Love Too  
62 Hope You Feel Better Love  
63 How Lucky I Am  
64 Hurry Up And Wait  
65 I Can't Let Go  
66 I Got Work To Do  
67 I Know  
68 I Know Who You Been Sockin It To  
69 I N C Ride  
70 I Need Your Body  
71 I Once Had Your Love  
72 I Turned You On  
73 I Wanna Be With You  
74 I Wanna Be With You  
75 I'd Rather Be Your Lover  
76 If He Can You Can  
77 If You Were There  
78 I'll Do It All For You  
79 In My Opinion  
80 Inside You  
81 It Was A Good Day  
82 It's A Disco Night  
83 It's Alright With Me  
84 Its Your Thing \*  
85 I've Got To Get Myself Together  
86 Keep On Doin  
87 L D  
88 Let Me Down Easy  
89 Let Me In Your Life  
90 Let's Fall In Love  
91 Let's Get Intimate  
92 Let's Make Love Tonight  
93 Lettin Niggas Know  
94 Life In The City  
95 Liquid Love  
96 Live It Up  
97 Livin In The Life  
98 Love Comes And Goes  
99 Love Fever  
100 Love Is A Wonderful Thing  
101 Love Is What You Make It

\*Its Your Thing is owned by Triple Three Music, Inc. Any royalties that are paid by EMI on any and all alleged rights EMI has to administrate "Its Your Thing" are also covered by this financing statement.

102 Love Merry Go Round  
103 Love Zone  
104 Lover's Eve  
105 Make Me Say It Again Girl  
106 Mama I'm In Love With A Gangsta  
107 Midnight Sky  
108 Mind Blowin  
109 Mind Over Matter  
110 Most Beautifullest Thing In This World  
111 My Block  
112 My Heart  
113 My Little Girl  
114 Need A Little Taste Of Love  
115 Nika  
116 No Axe To Grind  
117 Nobody But You/Me  
118 Nobody Can Do The Dog Like I Do  
119 Ol G  
120 Ol Skool  
121 One Day  
122 One Day You'll Be Mine  
123 Open Up Your Heart  
124 Overshine  
125 Party Night  
126 Pass It On  
127 People Of Today  
128 Pride, The  
129 Punks Jump Up To Get Down  
130 Real Deal, The  
131 Recipe Of A Hoe  
132 Respectable  
133 Rockin With Fire  
134 Save Me  
135 Say You Will  
136 Second Nature  
137 Sensuality  
138 Shake  
139 Shake Your Thang  
140 Shakin With Linda  
141 She's Gone  
142 She's The One  
143 Shoot Em Up  
144 Shout  
145 Shout It Out  
146 Showdown  
147 Smokin Me Out  
148 So You Wanna Stay Down  
149 Somebody Been Missin  
150 Sound Of Revolution  
151 Soup Remix  
152 Special Delivery  
153 Stone Cold Lover

- 154 Story Book
- 155 Street Dreams
- 156 Sunshine
- 157 Take Me To The Next Phase
- 158 Tango
- 159 Tell Me When You Need It Again
- 160 Tell Me Who
- 161 Tha Crossroads
- 162 That Lady
- 163 Tonight Is The Night
- 164 Top Ta Bottom
- 165 Touch Me
- 166 Try To Do Something
- 167 Turn It Up
- 168 Turn On Tune In Drop Out
- 169 Twenty Five Ta Life
- 170 Twist And Shout
- 171 Twistin Belinda
- 172 Under The Influence
- 173 Voyage To Atlantis
- 174 Way Out Love
- 175 Week Ago
- 176 Welcome Into My Heart
- 177 What It Comes Down To
- 178 What You Do To Me
- 179 Whatcha Gonna Do
- 180 What's Going On
- 181 Who Loves You Better
- 182 Who Said
- 183 Who's That Lady
- 184 Winner Takes All
- 185 With You
- 186 Without A Doubt
- 187 Work To Do
- 188 Yes Yes Y'all
- 189 You Make Me Wanna Shout
- 190 You Still Feel The Need
- 191 Young Girls
- 192 Your Old Lady
- 193 You're Beside Me
- 194 You're The Key To My Heart